

THIRD AMENDMENT TO PROVISIONAL FUNDING AGREEMENT

This THIRD AMENDMENT TO THE PROVISIONAL FUNDING AGREEMENT (the "Third Amendment") is entered into as of the 29th day of February, 2012 (the "Third Amendment Effective Date"), by and between Encana Oil & Gas (USA) Inc. ("Encana") and the Wyoming Association of Rural Water Systems ("Association"). Encana and the Association are sometimes collectively referred to as the "Parties" and each referred to individually as a "Party."

BACKGROUND

A. The Parties previously entered into the Provisional Funding Agreement (the "Agreement") on August 31, 2010 (the "Agreement Effective Date") for the purpose of establishing a provisional fund (the "Fund") to be used, among other things, for the short-term provision of drinking water to certain residences in an area near the town of Pavillion, Wyoming.

B. The Agreement sets forth the terms for the use and management of the Fund, and certain other conditions and terms, including the conditions upon which the Fund shall be terminated.

C. The Agreement established that the Fund shall terminate no later than six (6) months from the Agreement Effective Date and may terminate earlier upon the occurrence of certain stated conditions set forth in the Agreement.

D. The Agreement was amended by the Parties pursuant to that certain (i) First Amendment to Provisional Funding Agreement dated February 28, 2011 and (ii) Second Amendment to Provisional Funding Agreement dated August 31, 2011, which such amendments extended the term of the Agreement for an additional six months.

E. The Parties, through this Third Amendment, intend to extend the term of the Agreement for an additional six months.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Extension of Agreement Term. The term of the Agreement, as provided in Section 12 of the Agreement, shall be amended and extended an additional six (6) months from the Third Amendment Effective Date. This Third Amendment will be subject to all terms and conditions of the Agreement.

2. Ratification. Except as modified by this Third Amendment, the Agreement remains in full force and effect.

3. Defined Terms. Any capitalized term used in this Third Amendment that is not defined herein, but is defined in the Agreement, shall have the meaning assigned to such term in the Agreement.

4. Conflicts. In the event of any conflict between the terms of this Third Amendment and the term and provisions of the Agreement, the terms and provisions of this Third Amendment shall, in all instances, control and prevail.

5. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. An electronic copy or facsimile of this Third Amendment, bearing a Party's signature shall be binding upon such Party to the same extent as an original counterpart of this Third Amendment bearing such Party's signature.

IN WITNESS WHEREOF, the Parties have duly executed this Third Amendment to be effective as of the Third Amendment Effective Date stated above.

ENCANA OIL & GAS (USA) INC.

By:  DAS

Printed Name: John Schupp

Title: NRB - Vice President

WYOMING ASSOCIATION OF
RURAL WATER SYSTEMS

By: 

Printed Name: MARK PEPPER

Title: Executive Director